



CITY OF LAKE FOREST

Request for Bids

Street Sweeping Services

January 23, 2015

**Public Works Department
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630**

NOTICE INVITING BIDS

The City of Lake Forest ("City") will receive sealed bids for Street Sweeping Services at the office of the City Clerk, 25550 Commercentre Drive, Suite 100, Lake Forest, CA 92630, no later than Tuesday, March 10, 2015 at 2 p.m. at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 90 calendar days after the bid opening date.

Bids must be submitted on City's Bid Forms. Bidders will not be allowed to submit electronic bids. The bid package may be obtained from the City's website at www.lakeforestca.gov/proposals.

A Mandatory Pre-Bid Conference will be held on Tuesday, February 17, 2015 at 2 p.m. at City of Lake Forest City Hall.

Each bid shall be accompanied by the non-collusion affidavit and all additional documentation required by the Instructions to Bidders.

Award of Contract: City shall select the bid/sweeping schedule (weekly or twice per month) that best meets the needs of the City and then award the Contract for the Project to the lowest responsible bidder as determined by the City from the base bid alone for the selected Bid Schedule (A or B). City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Christine Groves at (949) 461-3571.

END OF NOTICE INVITING BIDS

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to City on the Bid Forms which are a part of the Bid Package for the contracted services. Contract Documents may be obtained from City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Contract Documents or questions as to their meaning shall be immediately brought to the attention of City by submission of a written request for an interpretation or correction to City. Such submission, if any, must be sent to the Public Works Manager by faxing to (949) 461-3511 or emailing to drogers@lakeforestca.gov.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and posted on the City's website. City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. PRE-BID CONFERENCE AND SERVICE AREA REVIEW

Each prospective bidder must attend the mandatory pre-bid meeting as stated in the Notice Inviting Bids. Each prospective bidder is responsible for fully acquainting itself with the conditions of the contract service area to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the contracted services.

5. ADDENDA

City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, City will extend the deadline for submission of bids. City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. The City shall post all addendums to the City's website and each prospective bidder is solely responsible for verifying if any addendums have been issued. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

6. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

7. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

8. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and City shall reject the Bid. City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to City of all valid license(s) currently held by that Bidder and each of the Bidder's

subcontractors, before awarding the Contract.

9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

10. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the Internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of _____ (Bidder's Name)
for the _____ Street Sweeping Services**

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying the City's designated method(s) of delivery.

11. DELIVERY AND OPENING OF BIDS

Bids will be received by City at the address shown in the Notice Inviting Bids up to the date and time shown therein. City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

12. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

13. BASIS OF AWARD; BALANCED BIDS

City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. City may reject any Bid which, in its opinion when compared to other bids received or to City's internal estimates, does not accurately reflect the cost to perform the Work. City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

14. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

15. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, City shall make a recommendation to the City Council and the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the required insurance certificates and endorsements. Once City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification.

16. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with City's Director of Public Works/City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;

- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, City's Director of Public Works/City Engineer or other designated City staff member, shall review the basis of the protest and all relevant information. The Director of Public Works/City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Public Works/City Engineer to the City Manager.

17. WORKERS COMPENSATION

Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

18. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

19. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF NONCOLLUSION DECLARATION

REFERENCES

Do not use a substitute reference check form. The following are the names, addresses, and telephone numbers for three (3) public agencies, **other than the City of Lake Forest**, for which **BIDDER** has acted as the **PRIME CONTRACTOR** and performed **SIMILAR** work within the past two (2) years. Similar work in this case is street sweeping in publically-owned streets and parking lots.

Project Client, Contact Person and Phone Number	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

E. VERIFICATION AND EXECUTION

These Bid Forms, including the Bid Schedule noted as Exhibit C, shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

END OF CONTRACTOR INFORMATION AND EXPERIENCE FORM

[The Agreement will be prepared by the City's Contract Administrator.]

CITY OF LAKE FOREST

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2014, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 25550 Commercentre Drive, Suite 100, Lake Forest 92630 ("City") and **[INSERT NAME]**, a **[INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY PARTNERSHIP, SOLE PROPRIETORSHIP, ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **[INSERT TYPE OF SERVICE]** maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for **[INSERT NAME OF BID DOCUMENT]** dated **[DATE OF BID DOCUMENT]** which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing **[INSERT TYPE OF SERVICE]** maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **[INSERT NAME OF PROJECT AND CONTRACT NUMBER, IF APPLICABLE]** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **[INSERT TYPE]** maintenance services necessary for the Project ("Services"). The Services are more

particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. **[INSERT IF FEDERAL FUNDS WILL BE USED; OTHERWISE ALWAYS DELETE:** Additionally, Contractor shall comply with all Federal requirements applicable to the Services as set forth in Exhibit "A-I."]

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. [INSERT THE FOLLOWING SENTENCE FOR MULTI-YEAR, AUTOMATIC RENEWAL NOT TO EXCEED THREE YEARS; OTHERWISE, ALWAYS DELETE: The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than [INSERT NUMBER] additional one-year terms.] Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **[INSERT NAME AND TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors and/or professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the discipline necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. **[INSERT If or Since -- ALWAYS DELETE THIS NOTE]** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and **[INSERT if or since -- ALWAYS DELETE THIS NOTE]** the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.11 Bonds.

3.2.11.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and

in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.11.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.11.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.12 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services

including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Cal Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.12.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Lake Forest Local Implementation Plan ("LIP") and the applicable Water Quality Management Plan ("WQMP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein.

A copy of the DAMP is available on the internet at:

<https://media.ocgov.com/gov/pw/watersheds/documents/damp/default.asp>

A copy of the LIP is available on the internet at:

http://www.lakeforestca.gov/depts/pw/water/local_implementation_plan_%28lip%29.asp

More information on the applicable WQMP is available on the internet at:

[http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_\(wqmp\).asp](http://www.lakeforestca.gov/depts/pw/water/water_quality_management_plan_(wqmp).asp)

3.2.12.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.12.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.2.11 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in "Appendix A" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** DOLLARS (\$**[INSERT NUMBER]**) without written approval of City's **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing

periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City. For agreements in excess of \$30,000.00, the City Manager may, on an annual basis, approve additional work, provided the total Agreement compensation, including the cost of additional work, does not exceed 10% of the original Agreement compensation as set forth in Section 3.3.1, for a total increase of \$XXX *****NOTE: 10% of the original Agreement compensation*****. Any additional work in excess of this amount shall be approved by the City Council.

[Small Dollar – Insert this in place of second to last sentence, otherwise delete: The City Manager may approve Extra Work not to exceed a total contract amount of thirty thousand dollars (\$30,000). Any Extra Work which causes the total contract amount to exceed thirty thousand dollars (\$30,000) shall be approved by the City Council.]

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without

cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

[INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
Attn: [INSERT NAME AND TITLE]

City:

City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630
Attn: City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Harassment Policy. Contractor shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Contractor's employees has harassed a City employee shall be grounds for appropriate discipline, up to and

including such employee's removal from performance of this Agreement at City's request.

3.5.4 Fraud Policy. Contractor shall provide a copy of the City's Fraud Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by Contractor and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Fraud Policy and certifying that they have read the Fraud Policy. A finding by the City that any of Contractor's employees have committed fraud against the City shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 State License Board Notice. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.5.8 Indemnification. To the fullest extent allowable by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or

volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.9 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.11 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.12 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.13 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.14 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.15 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.16 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.17 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.18 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.20 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.21 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.22 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.23 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.24 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein,

without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LAKE FOREST

[INSERT NAME OF CONTRACTOR]

By: _____
Mayor or City Manager

By: _____
[INSERT NAME AND TITLE]

President
Secretary OR
REQUIRED]

[If Corporation, TWO SIGNATURES,
OR Vice President **AND**
Treasurer

ATTEST:

By: _____
Stephanie D. Smith, MMC
City Clerk

By: _____
[INSERT NAME AND TITLE]

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

END OF CONTRACT

EXHIBIT “A”

SCOPE OF MAINTENANCE SERVICES

Section A

Primary objectives of the sweeping program are to:

- Establish and adhere to a regular schedule of performance for the sweeping of approximately 148.38 curb miles of arterial highways and 229 curb miles of residential streets. Additionally, there are approximately 23 curb miles of raised medians, 13.5 miles of painted medians, and 0.30 miles of alleys which have not been precisely measured or inventoried. Contractor will be compensated based on the actual curb mileage for arterial and residential streets noted above; however, the City requires each street to be uniformly cleaned gutter to gutter each week or twice per month depending on which schedule is selected by the City.
- Maintain gutter flow lines in streets and parking lots free of debris for free flow of water.
- Maintain a state of cleanliness for road and pedestrian safety acceptable to the City.
- Meet all Air Quality Management District (AQMD) street sweeping fleet requirements. The City of Lake Forest prefers that all sweepers used for arterial and residential sweeping are powered by alternative fuel sources (e.g. compressed natural gas, liquefied natural gas, electric, propane, etc.).
- NPDES – meet or exceed NPDES permit requirements.

Section B

1. Definition of Terms

a. Agreement/Contract

Terms “Agreement” and Contract” are used interchangeable and shall mean this document and its attachments for street sweeping the City of Lake Forest.

b. City

Term “City” shall mean the City of Lake Forest, California, its officers, employees, or representatives. City may be more narrowly defined where appropriate as the Director of Public Works/City Engineer.

c. Contractor

Term “Contractor” shall mean the person, corporation, or partnership, its officers, employees or representatives performing street sweeping services under contract with the City.

d. Curb Mile

Term “Curb Mile” shall equal 5,280 feet, by length, of street (curb to curb) and is the measurement used to determine compensation under this contract. Compensation shall be as flows: a street one (1) linear mile long with:

1. No medians would measure two (2) curb miles.
2. Painted median would measure three (3) curb miles.
3. Raised/curbed median would measure four (4) curb miles.

e. Debris

Term “Debris” shall mean all litter, rubbish, leaves, sand, dirt, silt, garbage, obstructions and all other foreign material to be removed from paved streets with a mechanical street sweeper.

f. May

Term “May” shall be permissive.

g. Shall

Term “Shall” shall be mandatory.

h. Streets

Term “Streets” shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City of Lake Forest which are paved.

i. Street Sweeping

Term “Street Sweeping” shall mean the removal, by mechanical street sweepers, or manually by the sweeper operator, of all debris from all portions of listed City parking lots, streets, including but not limited to street intersections, the areas adjacent to curbs and raised medians, left-turn pockets, painted center striped medians on arterial streets, median bull-noses, dead spots and cross-gutters.

i. Sweepings

Term “Sweepings” shall mean all debris removed from streets, by street sweeping vehicles, equipment, manually by hand and tools.

2. Term

Term of this agreement is three (3) years. This contract may be renewed on an annual basis by mutual agreement of both parties for an additional one (1) year and another additional one (1) year thereafter, for a potential five (5)-year contract term. City does not have to give reason if it elects not to renew. If City and Contractor are unable to agree on a mutually acceptable contract, the agreement will be terminated.

3. Services Requested

Services shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, disposal costs, and all other items incidental thereto and to perform all work necessary as specified, for machine street sweeping or manual sweeping. Contractor shall provide his own yard for parking, maintenance, and storage of all equipment.

a. Water

Contractor shall furnish all water required for performance of this contract by first making arrangements with the various governing water districts and shall pay all fees and comply with all requirements thereof. Contractor acknowledges that all sweepers are equipped with, and all drivers instructed in the proper use of, approved hydrant wrenches and anti-surge/eddy valves. In the event Contractor encounters an inoperable or "dead" fire hydrant, Contractor shall report hydrant's condition and location to the governing water district within twenty-four (24) hours.

4. Routine/Scheduled Sweeping

The regular recurring sweeping of all arterial and residential streets shall be done on a weekly or twice per month basis (depending on which schedule is selected by the City) in accordance with the area schedule. Sweeping of City-owned park parking lots shall be done on a weekly or twice per month (depending on which schedule is selected by the City) in accordance with the area schedule and proposed as a lump sum cost per park.

City-owned park parking lots are as follows:

- Heroes Park – 25420 Jeronimo Road
- Darrin Park – 22461 Cherry Avenue
- Rancho Serrano Park – 20842 Paseo Sombra
- Etnies Skatepark – 20028 Lake Forest Drive
- Concourse Park – 18931 Saddleback Ranch Road
- Foothill Ranch Community Park – 19422 Rue De Valore
- Tamarisk Park – Tamarisk at Peachwood
- Borrego Park – 26982 Cabriole
- Baker Ranch Community Park – 26380 Rancho Parkway

- Lake Forest Sports Park – 28000 Rancho Parkway

5. Extra Sweeping

If the City selects the twice per month schedule, then there may be times when there would be three weeks or more between scheduled sweeps. If the City requests additional sweeping during this or other similar extended periods of time, then the Contractor shall provide the extra sweeping at the curb mile unit cost and no additional compensation will be allowed. Extra sweeping shall be accomplished under the same conditions and requirements as the normally scheduled twice per month sweeping.

If the City selects the twice per month schedule, there may be areas and/or individual streets that the City may request more frequent sweeping. For example, some commercial areas may need to be swept weekly to reduce trash and debris to an acceptable level as described in the scope of work. If the City requests more frequent sweeping for certain areas and/or individual streets, then the Contractor shall provide the extra sweeping at the curb mile unit cost and no additional compensation will be allowed. Extra sweeping shall be accomplished under the same conditions and requirements as the normally scheduled twice per month sweeping.

6. Special Street Sweeping

Occasional street sweeping of special events, spills, and unusual conditions or any other sweeping requested by the City not included in routine/scheduled sweeping may be required of the contractor. Billing for special sweeps is based on an hourly rate with travel time included to and from nearest sweeper's location as in accordance with the approved fee schedule and no additional compensation will be allowed therefore. Street sweeper shall temporarily postpone scheduled sweeping and respond immediately to the location. Contractor's response time shall not exceed one (1) hour once contact has been made to Contractor's office or field personnel by City staff. Scheduled sweep will resume once special sweep has been completed. Contractor will contact City personnel when special sweep has been completed so location may be inspected and verified for cleanliness. Special sweeps are between the hours of 7:30 a.m. and 5:30 p.m.

7. Emergency Sweeping

Contractor may be required to perform occasional emergency sweeping to include non-hazardous spills, accident clean-ups and unusual conditions which would require non-scheduled after-hours, weekend and holiday responses. Responses to City-requested field location emergency sweeps shall be within one (1) hour of notification by City. Contractor shall provide City with name and phone number of contact persons for after-hours emergency sweeps. Emergency sweeps are between the hours of 5:30 p.m. and 7:30 a.m.

a. Response to Emergency Services

The Contractor shall respond to emergency notification requests from the City within 15 minutes for instructions by City staff. Failure to respond to request within time allowed shall invoke a performance deficiency deduction. Contractor shall have manpower, equipment and materials at designated location within one (1) hour from the time of work order issuance. By submitting a proposal, the Contractor commits to being able to provide manpower and equipment on Saturdays, Sundays, holidays and overtime, when requested.

8. Re-sweeps

Re-sweeps are those required of the Contractor when, after inspection by the City, are deemed not to meet the stated performance standards, or when a street or section has been missed during the regularly scheduled street sweeping. Re-sweeps are completed at the expense of the Contractor. Contractor shall notify City representative when re-sweeps are scheduled and upon completion.

- a. Response to re-sweeps shall be within twenty-four (24) hours after being notified by City representative and are to be completed at the expense of the Contractor.
- b. High profile and safety-related residential re-sweeps, as determined by City, shall be completed prior to 3:30 p.m. the same day Contractor was notified by City representative.
- c. Arterial re-sweeps shall be completed prior to 7:00 a.m. the following day after contact by City representative and are to be completed at the expense of the Contractor. High profile and safety-related arterial re-sweeps shall be completed prior to 3:30 p.m. the same day Contractor was notified by City representative.

Section C

1. Sweeping Practices and Standards of Performance

a. Areas of Street

Areas of street shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, City-owned park parking lots, and all intersection cross-gutters. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas and dead spots are to be maintained each week or twice per month (depending on which schedule is selected by the City) and included in the curb mile price. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweep days. Excluded from areas to be swept are those that would cause damage to the equipment used. While contractor is normally responsible for the 8' strip (sweeper width), curb to curb sweeping, or a portion of, may be needed at some locations due to unforeseen circumstances and shall be included within the curb mile price.

b. Flow of Traffic

Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping.

c. Water

Water shall be used during all sweeping operations to minimize dust, except when requested by City staff. Enough water should be used to minimize dust, but not an excessive amount to create runoff.

d. Sweeping Speed

Sweeping speed shall be adjusted to street and debris condition with a maximum speed of eight miles per hour (8 MPH). City streets swept while driver exceeds eight miles per hour (8 MPH) will be re-swept in their entirety at Contractor's expense. In addition, a verbal warning will be given for the first violation. A written warning will be given for the second violation, and a "Failure to Perform" notice will be issued upon the third violation (see Section G.3, Failure to Perform, and G.4, Default).

e. Extra Effort

Sweeping shall normally consist of a single pass over an area; however, the Contractor shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris shall be removed unless the removal cannot be accomplished without damage to equipment or infliction of personal injury. Extra effort will be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather. The cost for any extra effort shall be included in the contract cost per curb mile.

f. Obstructions

Non-swept or non-sweepable items such as small tree limbs, palm fronds, rocks, silt, mud, trash and debris shall be manually removed from the sweeping path by the sweeping operator rather than going around it. The cost for any extra effort shall be included in the contract cost per curb mile. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, construction or landscape contractor debris, mudslides, etc. shall be immediately reported to the City when the location cannot be swept. Contractor may go around homeowner landscaping debris, landscape company or construction debris only when all of the following conditions are met:

1. Source of debris is obvious and not natural accumulation. Debris should be bagged and/or disposed of by party responsible.

2. Contractor notified City within twenty-four (24) hours. Contractor is not responsible for areas missed because of parked vehicles and other personal property such as toys, bicycles, basketball hoops, and skateboard ramps.

g. Level of Cleanliness

Contractor shall remove all loose debris obstructions and material normally picked up and removable by a fully operational mechanical street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Debris swept onto residential and arterial driveway aprons, sidewalks, and access ramps will require additional passes by the sweeper operator. If debris cannot be re-swept, the driver/sweeping contractor will be responsible for the manual clean-up. Clean-up will be completed at time of occurrence at Contractor's expense.

1. Notification of Non-Sweeping

Contractor shall provide City representative on a daily basis (when applicable) with list of all streets not swept when regular sweeping schedule is interrupted for any reason and shall deduct said street(s) from the sweeping billing for that day. Contractor shall provide a list of streets not swept to the City by facsimile machine, telephone or email by the end of the workday. The City shall notify the Contractor by telephone or email on non-sweeping conditions due to inclement weather. The City's notification will serve as a non-sweep day and will not be paid for by the City unless an alternative sweeping schedule is coordinated by the Contractor and is submitted to the City for approval.

h. Quality of Sweeping

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visual dust in accordance with the City's standards of cleanliness.

Section D

1. Equipment Requirements

Quality and quantity of the equipment used by Contractor for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein. An absolute minimum of two (2) primary sweepers and one (1) back-up sweeper shall be provided, if the City chooses to sweep weekly. If the City decides to sweep twice per month, then an absolute minimum of one (1) primary sweeper and one (1) backup sweeper shall be provided. Primary sweepers shall be a combination vacuum/broom function within the same unit and shall be used exclusively for the City under this agreement. The back-up sweeper shall be mobile or vacuum/broom

equivalent and shall be made available in case of breakdown of primary sweeper or sweepers .

Vacuum/broom-type sweepers shall be used for the scheduled sweeping of residential streets/arterial streets. All sweeping equipment used by Contractor for the City shall have the same curb mile cost. All equipment used by Contractor for the City shall meet City requirements and standards.

2. Alternative Fuel Equipment

To improve the community's air quality standards, the City of Lake Forest prefers that alternative fuel vehicles be used in the sweeping of its streets. Contractors electing to use alternative clean-burning fuels shall provide test-proven documentation to verify the fuels clean-burning efficiency. All equipment used in performance of this contract shall be in compliance with South Coast Air Quality Management District Rule 1186.1. All documentation and literature shall be included with the bid/bid documents.

3. Equipment Identification

All vehicles shall have safety features and shall be painted a uniform color and shall bear in legible letters the Contractor's name and the following wording:

"Contracted to Serve the City of Lake Forest."

"Street Sweeping Contact – (949) 461-3480"

4. Type and Capacity

Arterial and residential sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass along the curb. Street sweepers must have a minimum hopper capacity of three (3) cubic yards. At least one sweeper must be equipped with a left-gutter broom for median work; all others may be single or dual gutter broom machines. Contractor is required to have both mechanical broom type and vacuum/regenerative air or combination vacuum/broom (BAH) type municipal sweepers available for this contract. Alternative street sweepers will be considered, if capable of meeting City requirements and standards. The type used in specific areas will be at the discretion of the City providing performance standards are met. Sample types include Mobile broom sweepers, Tymco 600 regenerative air sweepers, and Tymco 600 regenerative air sweeper with a broom-assisted head (BAH) and their equivalents. This is not to be considered an endorsement, and the City maintains final determination of equipment adequacy.

Street sweepers used for bike lane and arterial street sweeping shall have an operational left/right arrow stick traffic control device mounted on the rear of vehicle's hopper. Additionally, a rotating 360° safety beacon or comparable traffic safety light is required to be placed on roof of truck cab or atop hopper. Sweeper equipment operators shall wear protective clothing, equipment, and an orange safety vest at all times.

5. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall be routinely maintained as to insure a high level of service during all sweeping operations and must comply with all State or California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the state, county and City.

6. GPS Tracking of Sweeping Vehicles Assigned to City

All street sweepers assigned to the City must be equipped with GPS tracking devices. Upon request, the contractor will be required to provide the City with GPS data that at a minimum indicates the day and time residential and arterial streets were swept on any given sweeping day.

Section E

1. Scheduling Requirements

Contractor shall follow the sweeping schedule of residential and arterial streets as provided by City with special emphasis on the requirements at/near schools. Subject to City approval, the Contractor shall arrange residential sweeping routes to sweep areas adjacent to elementary and middle schools during times of least traffic and parked vehicles. Contractor shall conform to sweeping schedules as noted on maps and logs pre-approved by the City. No changes in sweeping schedules will be allowed without the approval of the City. Contractor shall complete all sweeping per schedule; mechanical failures or personnel issues shall not be acceptable reasons for failure to comply.

2. Hours and Days

All sweeping is to be done Monday through Friday except on City-observed holidays and holidays observed by City's franchised waste hauler. Some Saturday sweeping shall be required by Contractor for areas not swept due to holidays observed by City's franchised waste hauler. Saturday street sweeping shall be billed at the rate of 1.5 times the regular curb mile cost for arterial and residential areas.

- a. Street sweeping of **residential** streets shall occur on a weekly or twice per month basis (depending on which schedule the City selects) Monday through Friday, 7:30 a.m. to 5:30 p.m. in accordance with City street sweeping maps and logs.
- b. **Residential** street sweeping shall be performed one (1) day after trash collection day. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth day of sweeping on the Saturday following the holiday. Streets

posted with no parking signs for street sweeping shall be swept on the posted day unless it falls on a City-recognized holiday.

- c. Street sweeping for **arterial** streets shall occur on a weekly or twice per month basis (depending on which schedule the City selects) Monday through Friday, 10:00 p.m. to 7:00 a.m. in accordance with City street sweeping schedule maps and logs. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth (5th) day of sweeping on the Saturday following the holiday.
- d. Contractor shall respond to after-hour emergencies within one (1) hour of contact by City personnel. Contractor will provide telephone number(s) of contact personnel for after-hour emergencies between 4:30 p.m. and 7:30 a.m. and maintain an emergency call-out list. All changes to the emergency call-out list shall be submitted to the City immediately.
- e. All extra non-scheduled residential and non-scheduled arterial street sweeping work shall be performed In accordance with Section S “Special Street-sweeping” and Section G “Emergency Sweeping”.
- f. Streets with certain residential areas or adjacent to apartments, condominiums or other areas where all-night street parking is prevalent shall be swept after 9:00 a.m.

3. Holiday and Inclement Weather

Scheduled sweeping shall not be cancelled for inclement weather by the street sweeping contractor without approval of the City. During inclement weather a two-hour standby period between 7:30 a.m. and 9:30 a.m. will be observed before a scheduled residential sweep will be cancelled. The City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeps will not be allowed due to holidays, inclement weather and cancellations without the approval of the City. The City will communicate via telephone or email the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the regularly scheduled sweeping.

Section F

1. Disposal of Debris and Temporary Transfer Sites

Contractor shall dispose of all refuse and debris collected by his sweeping operations by hauling to a legally established landfill or area for disposal of solid waste. **The cost for disposal, including dump fees, shall be included in the contract cost per curb mile.**

Section G

1. Inspections and Handling of Deficiencies

Inspections will be performed by qualified City personnel on a regular basis as well as spot checks and in response to complaints. Contractor shall meet on an as-needed basis within the maintained areas, with an authorized representative of the City for a drive through inspection. Said meeting shall be at the convenience of the City and may include residents of the community. In addition, drive through interim inspections may be required by the City. Any corrective work required as a result of a monthly inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City within three (3) days of the notification of the Contractor's deficiencies.

2. Complaints

The City shall receive and process citizen service requests and complaints. City will notify Contractor of corrections and any re-sweeps required following complaints. Citizen complaints will be noted in any subsequent unsatisfactory reports, which may be filed against the Contractor.

In the event that the results of a sweep are considered to be unsatisfactory, City will notify contractor of exact location and description of deficiency. The Contractor shall re-sweep the unsatisfactory area at its expense within the time limits specified in Section B-7. High visibility and/or unsafe conditions will need to be swept immediately.

3. Failure to Perform

It is and will be impractical and difficult to ascertain and determine the actual damage the City will sustain by reason of delay in performance or deficiencies in performance; therefore, the Contractor shall forfeit and pay to the City the sum of \$500.00 for each calendar day completion is delayed or performance deficiencies are noted, and such sum shall be deducted from any payments due or to become due the contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for delays caused by acts of God.

The City reserves the right to withhold payment for missed, incomplete or unsatisfactory sweeping performance.

This clause may be used to enforce transfer site clean-up/maintenance, Contractor response time, and contracts for special and emergency sweep notification.

4. Default

Repeated instances of failure to perform and/or continued disregard of the requirements of this contract shall result in cancellation of the contract.

Issuance of two (2) unsatisfactory reports to Contractor by City shall be deemed breach of this agreement and shall be grounds for City to terminate this agreement. In the event of such breach, City may, at its option, notify Contractor of City's intention to

terminate this agreement. City shall give notice of termination in writing, mailed to Contractor's most recent address on file with the City. This agreement shall be terminated forty-eight (48) hours from and after the hour such notice is deposited in the United States Mail in a sealed envelope properly addressed to Contractor and bearing prepaid first-class postage. In the event of the termination of this agreement for any breach or failure of performance on the part of Contractor, Contractor agrees to pay City upon demand the amount of any damage or loss sustained by City in the matter of street sweeping, including the advertising for and the letting of another contract therefore; for all increases in the City's cost of street sweeping incurred under such new contractor; and for all costs and attorney's fees incurred by the City in the cancellation of this agreement and the negotiation of such new street sweeping contract. The waiver of a breach of any of the terms of this agreement shall not cancel or in any way affect the right of the City to declare a default for any recurrence of the same or any other breach of this agreement. All changes proposed by Contractor regarding equipment, scheduling, type and capacity (see Section D.1, Equipment Requirements, E.1, Scheduling Requirements, and I.1, Communication) will require prior approval by the City.

5. Permits

Prior to the start of any work, the Contractor shall apply for applicable, no-fee, City permits. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive its usual encroachment permit fees.

6. Public Convenience and Safety

a. Traffic and Access

Contractor shall conduct Contractor's work to interfere as little as possible with public travel whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of private, or from the authority having jurisdiction over private property involved, to obstruct traffic at the designated point.

Section H

1. Changes

The City may at any time, by written order, direct that changes or extras may be made in the scope, specifications or route schedule in relation to this contract. If any such changes cause an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in Contractor's compensation or sweeping schedule and this contract shall be modified in writing accordingly and approved by the City hereto. Any claim by Contractor for any adjustment under this clause must be asserted within thirty (30) days after the date of receipt by Contractor of the notification of such changes. However, nothing in this clause shall excuse Contractor from proceeding with the performance of its obligations hereunder as so changed.

2. Additions/Deletions in Mileage

Additions and/or deletions to the mileage, inventory or maps may be made as the City accepts new areas and/or relinquishes areas currently swept. Upon written notification to add or delete, Contractor shall be required to accurately measure the curb mileage/linear footage and submit a written detail of the addition/deletion for approval. Upon approval, a written change order will be issued stating the effective date of the change. All changes shall be made at the current contract rate.

3. Waivers

Failure or neglect of either party to insist on the strict performance of any or all of the terms of this agreement or any of these specifications shall not be considered as, or constitute a waiver of any term or condition of this agreement or of any performance required there under.

Section I

1. Communications

Contractor shall maintain an office staff reachable by phone within the 949, or toll free area codes, from 8:00 a.m. to 5:00 p.m. Monday through Friday except on legal holidays. Office staff shall have the capability of contacting sweepers and pickup equipment by 2-way radio or equivalent. Contractor shall provide the City with contact personnel and telephone numbers, where designated staff can be reached during non-office hours within fifteen (15) minutes of call origination (5:00 p.m. to 8:00 a.m.) to be used in emergency/after-hour call-outs as specified in Section B.5, Special Street Sweeping, and B.6, Emergency Sweeping.. The Contractor shall maintain a set of maps and specifications in sweeping vehicle at all times.

2. Nondiscrimination

In the performance of the terms of this Agreement, Contractor shall not engage in, nor permit others it may employ to engage in, discrimination in the employment of persons because of race, color, national origin or ancestry, or religion of such persons.

Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

Section J

1. Compensation

Payment will be made on the basis of actual road curb miles swept times the amount bid per curb line mile for each category of road swept.

For all of the services which the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor once each month a sum equal to the amount specified in Contractor's Proposal, or as amended by any subsequent adjustments thereto and provided hereinafter. The Contractor shall submit a detailed invoice. City, upon receipt and approval of an accepted invoice, will make payment within thirty (30) days of receipt of invoice.

2. Method of Payment for Extra Work

The Contractor shall present to the City an itemized list of all extraordinary maintenance on a separate monthly invoice for extraordinary maintenance work performed during the previous month. The City shall compensate Contractor within thirty (30) days of receipt of an itemized monthly invoice. The City shall compensate Contractor for such maintenance beyond the scope of routine maintenance according to the hourly rate listed in the fee schedule and described in the scope of work.

3. Invoicing

Contractor shall submit an invoice for service performed. Scheduled sweeping and special sweeps shall be submitted on separate invoices, mailed or delivered to:

**City of Lake Forest
25550 Commercentre Drive, Suite 100
Lake Forest, California 92630**

4. Adjustment of Payment

It is proposed that street sweeping services be provided for a period of three (3) years. Contract may be extended by written mutual agreement on a year-to-year basis not to exceed an additional two (2) years.

For the second and subsequent contract years the rates set forth in the contract may be adjusted upward or downward to reflect changes to the net percentage change in the Consumer Price Index, All Urban Customers, Los Angeles-Riverside-Orange Counties during the period of time since the last preceding contract adjustment, calculated to the nearest tenth of one (1) percent.

The Contractor may petition the City for rate adjustments on the basis of unusual changes in his cost of doing business, such as revised laws or regulations, or changes in disposal fees over which the Contractor has no control.

In order to justify a rate increase, the Contractor shall submit financial and accounting data to the City which clearly substantiates the requested rate increase. After consideration of such financial and accounting data as submitted by the Contractor and any other relevant information, the City Council shall disapprove, approve, or approve with modification the requested rate increase. The decision of the City Council shall be final and conclusive. The Contractor agrees to abide by the City Council's decision.

EXHIBIT “B”

CITY OF LAKE FOREST SCHEDULE OF SERVICES

Contractor shall complete the services identified in Exhibit “A” above at the direction of the City.

EXHIBIT "C"

CITY OF LAKE FOREST STREET SWEEPING SERVICES BID SCHEDULE

This form will be incorporated into Exhibit C of the Street Sweeping Contract as Exhibit C. The matrix below describes items upon which the City requests a bid. **Please note that the numbers listed in the "Bid" categories of the matrix below are estimates only, and will not be used for any purpose other than to compare bids received. The actual payments made to the Vendor will be based on the Vendor's actual work performed for the City consistent with the terms and conditions of the contract documents.** The undersigned declares he/she has carefully examined the locations of the work, read the Bid Specifications including Exhibits A, B, and D and hereby proposes to furnish all labor, materials, equipment, transportation, and services required to do all the work in this Street Sweeping Services Agreement in accordance with the bid specifications of the City of Lake Forest, and that he/she will take in full payment therefore the following unit prices for each item complete, to wit:

BID SCHEDULE A

Bid Schedule A reflects weekly street and park parking lot sweeping.

Item No.	Description	Proposal Item Price	Units	Annual Total
A1	Street Sweeping - Arterial Streets	\$ _____ (Each Curb Mile)	7,748 Annual Curb Miles (149 curb miles x 52 weeks)	\$ _____ (Extended Amount)
A2	Street Sweeping - Residential Streets	\$ _____ (Each Curb Mile)	11,908 Annual Curb Miles (229 curb miles x 52 weeks)	\$ _____ (Extended Amount)
A3	Special Street Sweeping Between 7:30am and 5:30pm	\$ _____ (Per Hour)	10	\$ _____ (Extended Amount)

Item No.	Description	Proposal Item Price	Units	Annual Total
A4	Emergency Street Sweeping Between 7:30pm and 5:30am	\$ _____ (Per Hour)	10	\$ _____ (Extended Amount)
A5	City-Owned Parking Lot Heroes Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A6	City-Owned Parking Lot Darrin Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A7	City-Owned Parking Lot Rancho Serrano Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A8	City-Owned Parking Lot Etnies Skate Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A9	City-Owned Parking Lot Concourse Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A10	City-Owned Parking Lot Foothill Ranch Community Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A11	City-Owned Parking Lot Borrego Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A12	City-Owned Parking Lot Tamarisk Park	\$ _____ (Each)	52	\$ _____ (Extended Amount)

Item No.	Description	Proposal Item Price	Units	Annual Total
A13	City-Owned Parking Lot Baker Ranch Park 26380 Rancho Parkway	\$ _____ (Each)	52	\$ _____ (Extended Amount)
A14	City-Owned Parking Lot Lake Forest Sports Park 28000 Rancho Parkway	\$ _____ (Each)	52	\$ _____ (Extended Amount)

BID SCHEDULE B

As an alternative to weekly street sweeping, the City Council may decide to decrease the frequency to twice-monthly. Use Bid Schedule B to reflect twice-monthly street and park parking lot sweeping.

Item No.	Description	Proposal Item Price	Units	Annual Total
A1	Street Sweeping - Arterial Streets	\$ _____ (Each Curb Mile)	3,874 Annual Curb Miles (149 curb miles x 26 weeks)	\$ _____ (Extended Amount)
A2	Street Sweeping - Residential Streets	\$ _____ (Each Curb Mile)	5,954 Annual Curb Miles (229 curb miles x 26 weeks)	\$ _____ (Extended Amount)
A3	Special Street Sweeping Between 7:30am and 5:30pm	\$ _____ (Per Hour)	10	\$ _____ (Extended Amount)

Item No.	Description	Proposal Item Price	Units	Annual Total
A4	Emergency Street Sweeping Between 7:30pm and 5:30am	\$ _____ (Per Hour)	10	\$ _____ (Extended Amount)
A5	City-Owned Parking Lot Heroes Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A6	City-Owned Parking Lot Darrin Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A7	City-Owned Parking Lot Rancho Serrano Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A8	City-Owned Parking Lot Etnies Skate Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A9	City-Owned Parking Lot Concourse Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A10	City-Owned Parking Lot Foothill Ranch Community Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A11	City-Owned Parking Lot Borrego Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A12	City-Owned Parking Lot Tamarisk Park	\$ _____ (Each)	24	\$ _____ (Extended Amount)

Item No.	Description	Proposal Item Price	Units	Annual Total
A13	City-Owned Parking Lot Baker Ranch Park 26380 Rancho Parkway	\$ _____ (Each)	24	\$ _____ (Extended Amount)
A14	City-Owned Parking Lot Lake Forest Sports Park 28000 Rancho Parkway	\$ _____ (Each)	24	\$ _____ (Extended Amount)

EXHIBIT "D"

CITY OF LAKE FOREST STREET SWEEPING SERVICES INSURANCE REQUIREMENTS

1.1 Insurance.

1.1.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

1.1.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Contractor does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees). **ALWAYS DELETE THIS SECTION IF NOT USED.***]**

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]

(D) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement. **[ALWAYS DELETE IF NOT USED]**

1.1.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(A) The policy or policies of insurance required by Section 1.1.2 (A), Commercial General Liability **[INSERT “and 1.1.2(D), Contractor’s Pollution Liability”]; OTHERWISE, ALWAYS DELETE**], shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to “ongoing operations”; (2) exclude “contractual liability”; (3) restrict coverage to “sole” liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 1.1.2(B) Automobile Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 1.1.2(C), Workers' Compensation, shall be endorsed to provide the following:

(1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

1.1.4 **Primary and Non-Contributing Insurance.** All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

1.1.5 **Waiver of Subrogation.** All required insurance coverages shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

1.1.6 **Deductible.** Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

1.1.7 **Evidence of Insurance.** The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

1.1.8 **Failure to Maintain Coverage.** In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

1.1.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

1.1.10 Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposed no additional obligation on the City nor does it waive any rights hereunder.

1.1.11 Requirements Not Limiting. Requirement of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

1.1.12 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subcontractor's policies. Contractor shall provide satisfactory evidence as required under Section 1.1.7 of this Agreement.